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12 UNITED STATES DISTRICT COURT

13 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

14

15 RICHARD FRIEDMAN, an individual,

16 Plaintiff,

17 vs.

18 HANS ZIMMER, individually, and dba
REMOTE CONTROL SONGS;
19 TWENTIETH CENTURY FOX FILM
CORPORATION; FOX SEARCHLIGHT
PICTURES, INC.; FOX
ENTERTAINMENT GROUP, INC.; NEW
21 REGENCY PRODUCTIONS, INC.;
MONARCHY ENTERPRISES, S.A.R.L.,
individually, and doing business as
REGENCY ENTERPRISES; RIVER
ROAD ENTERTAINMENT, LLC; PLAN
B ENTERTAINMENT, INC.; REMOTE
24 CONTROL PRODUCTIONS, INC.; SONY
MUSIC ENTERTAINMENT; IMAGEM
PRODUCTION MUSIC LLC, individually,
and dba 5 ALARM MUSIC and also doing
business as CYPRESS CREEK MUSIC;
26 DOES ONE through TEN, inclusive,

27 Defendants.

28

Blecher Collins
Pepperman & Joye


Case No. 2:15-CV-00502 GHK (E)

**STIPULATED PROTECTIVE
ORDER GOVERNING USE OF
CONFIDENTIAL MATERIALS**

Hon. George H. King

Complaint filed: January 22, 2015

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from public
9 disclosure and use extends only to the limited information or items that are entitled
10 to confidential treatment under the applicable legal principles. The parties further
11 acknowledge that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Local Rule 79-5 sets forth the procedures that
13 must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal.

15 2. DEFINITIONS

16 2.1 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for
20 protection under Federal Rule of Civil Procedure 26(c).

21 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.4 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
26 ONLY.”

27 2.5 Disclosure or Discovery Material: all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,



1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
5 as an expert witness or as a consultant in this action and (2) is not a past or current
6 employee of a Party.

7 2.7 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY"

8 Information or Items: extremely sensitive "Confidential Information or Items,"
9 including but not limited to extremely sensitive business or personal information,
10 the disclosure of which to another Party or Non-Party would create a substantial risk
11 of serious harm to an individual or to the business or competitive position of the
12 Designating Party .

13 2.8 House Counsel: attorneys who are employees of a party to this action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.9 Non-Party: any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 2.10 Outside Counsel of Record: attorneys who are not employees of a
19 party to this action but are retained to represent or advise a party to this action and
20 have appeared in this action on behalf of that party or are affiliated with a law firm
21 which has appeared on behalf of that party, and includes support staff.

22 2.11 Party: any party to this action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this action.

27 2.13 Professional Vendors: persons or entities that provide litigation
28 support services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL -
5 ATTORNEYS’ EYES ONLY.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8 | 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also: (1) any information copied or
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any testimony, conversations, or
13 presentations by Parties or their Counsel that might reveal Protected Material.
14 However, the protections conferred by this Stipulation and Order do not cover the
15 following information: (a) any information that is in the public domain at the time
16 of disclosure to a Receiving Party or becomes part of the public domain after its
17 disclosure to a Receiving Party as a result of publication not involving a violation of
18 this Order, including becoming part of the public record through trial or otherwise;
19 and (b) any information known to the Receiving Party prior to the disclosure or
20 obtained by the Receiving Party after the disclosure from a source who obtained the
21 information lawfully and under no obligation of confidentiality to the Designating
22 Party. Any use of Protected Material at trial shall be governed by a separate
23 agreement or order.

24 | 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of: (1) dismissal of all claims and defenses in this action,



1 with or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

5 **DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.
7 Each Party or Non-Party that designates information or items for protection under
8 this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. To the extent it is practical to do so, the
10 Designating Party must designate for protection only those parts of material,
11 documents, items, or oral or written communications that qualify - so that other
12 portions of the material, documents, items, or communications for which protection
13 is not warranted are not swept unjustifiably within the ambit of this Order.

14

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection at all or do not qualify for the
17 level of protection initially asserted, that Designating Party must promptly notify all
18 other parties that it is withdrawing the mistaken designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in
20 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
22 under this Order must be clearly so designated before the material is disclosed or
23 produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic
26 documents, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
28 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" to each page that



1 contains protected material. If only a portion or portions of the material on a page
2 qualifies for protection, the Producing Party also must clearly identify the protected
3 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
4 for each portion, the level of protection being asserted.

5 A Party or Non-Party that makes original documents or materials available for
6 inspection need not designate them for protection until after the inspecting Party has
7 indicated which material it would like copied and produced. During the inspection
8 and before the designation, all of the material made available for inspection shall be
9 deemed "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY." After the
10 inspecting Party has identified the documents it wants copied and produced, the
11 Producing Party must determine which documents, or portions thereof, qualify for
12 protection under this Order. Then, before producing the specified documents, the
13 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or
14 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY") to each page that
15 contains Protected Material. If only a portion or portions of the material on a page
16 qualifies for protection, the Producing Party also must clearly identify the protected
17 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
18 for each portion, the level of protection being asserted.

19 (b) for testimony given in deposition or in other pretrial or trial
20 proceedings, that the Designating Party identify on the record, before the close of
21 the deposition, hearing, or other proceeding, all protected testimony and specify the
22 level of protection being asserted. When it is impractical to identify separately each
23 portion of testimony that is entitled to protection and it appears that substantial
24 portions of the testimony may qualify for protection, the Designating Party may
25 invoke on the record (before the deposition, hearing, or other proceeding is
26 concluded) a right to have up to 21 days to identify the specific portions of the
27 testimony as to which protection is sought and to specify the level of protection
28 being asserted. Only those portions of the testimony that are appropriately

1 designated for protection within the 21 days shall be covered by the provisions of
2 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
3 the deposition or up to 21 days afterwards if that period is properly invoked, that the
4 entire transcript shall be treated as "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL - ATTORNEYS' EYES ONLY."

6 Parties shall give the other parties notice if they reasonably expect a
7 deposition, hearing or other proceeding to include Protected Material. Before
8 Protected Material may be used at a deposition, hearing or other proceeding, all
9 individuals present at those proceedings, including but not limited to any witness,
10 must either sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A) or
11 agree on the record to be so bound. The use of a document as an exhibit at a
12 deposition, hearing, or other proceeding shall not in any way affect its designation
13 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
14 ONLY."

15 Transcripts containing Protected Material shall have an obvious legend on the
16 title page that the transcript contains Protected Material, and the title page shall be
17 followed by a list of all pages (including line numbers as appropriate) that have been
18 designated as Protected Material and the level of protection being asserted by the
19 Designating Party. The Designating Party shall inform the court reporter of these
20 requirements. Any transcript that is prepared before the expiration of a 21-day
21 period for designation shall be treated during that period as if it had been designated
22 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" in its entirety unless
23 otherwise agreed. After the expiration of that period, the transcript shall be treated
24 only as actually designated.

25 (c) for information produced in some form other than documentary
26 and for any other tangible items, that the Producing Party affix in a prominent place
27 on the exterior of the container or containers in which the information or item is
28 stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -

1 ATTORNEYS' EYES ONLY." If only a portion or portions of the information or
2 item warrant protection, the Producing Party, to the extent practicable, shall identify
3 the protected portion(s) and specify the level of protection being asserted.

4 5.3 Inadvertent Failures to Designate. If corrected, an inadvertent failure to
5 designate qualified information or items shall not, standing alone, be deemed a
6 waiver of confidentiality, either as to the specific material disclosed or as to any
7 other material or information concerning the same or related subject matter, or of the
8 Designating Party's right to secure protection under this Order for such material.

9 The inadvertent disclosure may be rectified by written notification, to counsel for all
10 parties to whom the material was disclosed and within a reasonable time after
11 disclosure, that the material should have been designated as Confidential or
12 Attorneys' Eyes Only. The written notification shall constitute a designation of the
13 material as Confidential or Attorneys' Eyes Only under this Order. Upon correction
14 of a designation, the Receiving Party must make reasonable efforts to assure that the
15 material is treated in accordance with the provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
18 designation of confidentiality at any time. Unless a prompt challenge to a
19 Designating Party's confidentiality designation is necessary to avoid foreseeable,
20 substantial unfairness, unnecessary economic burdens, or a significant disruption or
21 delay of the litigation, a Party does not waive its right to challenge a confidentiality
22 designation by electing not to mount a challenge promptly after the original
23 designation is disclosed.

24 6.2 Meet and Confer and Motions Challenging Any Designation. The
25 Challenging Party shall initiate and comply with the dispute resolution and motion
26 process under Local Rule 37.1 et seq.

27 6.3 Burden on Designation Challenge. The burden of persuasion in any
28 such challenge proceeding shall be on the Designating Party. Unless the

1 Designating Party has waived the confidentiality designation by failing to file a
2 motion to retain confidentiality, all parties shall continue to afford the material in
3 question the level of protection to which it is entitled under the Producing Party's
4 designation until the Court rules on the challenge.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this
8 case only for prosecuting, defending, or attempting to settle this litigation. Such
9 Protected Material may be disclosed only to the categories of persons and under the
10 conditions described in this Order. When the litigation has been terminated, a
11 Receiving Party must comply with the provisions of section 13 below (FINAL
12 DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
14 location and in a secure manner that ensures that access is limited to the persons
15 authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
17 otherwise ordered by the Court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this action,
21 and the paralegal, clerical and secretarial staff employed by such counsel;

22 (b) the Receiving Party and officers, directors, and employees
23 (including House Counsel) of the Receiving Party to whom disclosure is reasonably
24 necessary for this litigation;

25 (c) Experts (as defined in this Order) of the Receiving Party to
26 whom disclosure is reasonably necessary for this litigation and who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the Court and its personnel;

1 (e) court reporters, videographers, stenographers, or other qualified
2 persons taking testimony in connection with the action;

3 (f) professional jury or trial consultants, and Professional Vendors
4 to whom disclosure is reasonably necessary for this litigation and who have signed
5 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

6 (g) during their depositions, witnesses in the action to whom
7 disclosure is reasonably necessary and who have signed the "Acknowledgment and
8 Agreement to Be Bound" (Exhibit A) or agreed on the record to be so bound, unless
9 otherwise agreed by the Designating Party or ordered by the Court. Pages of
10 transcribed deposition testimony or exhibits to depositions that reveal Protected
11 Material must be separately bound by the court reporter and may not be disclosed to
12 anyone except as permitted under this Stipulated Protective Order.

13 (h) the author or recipient of a document containing the information
14 or a custodian or other person who otherwise possessed or knew the information.

15 (i) any mediator or settlement officer, and their supporting
16 personnel, mutually agreed upon by any of the parties engaged in settlement
17 discussions.

18 (j) such other persons as the Parties may agree upon in writing,
19 provided that such other persons have signed the "Acknowledgment and Agreement
20 to Be Bound" (Exhibit A).

21 7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
22 ONLY" Information or Items. Unless otherwise ordered by the Court or permitted
23 in writing by the Designating Party, a Receiving Party may disclose any information
24 or item designated "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY"
25 only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action,
27 as well as employees of said Outside Counsel of Record to whom it is reasonably
28 necessary to disclose the information for this litigation and who have signed the

1 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
2 A;

3 (b) House Counsel of the Receiving Party (1) to whom disclosure is
4 reasonably necessary for this litigation, and (2) who has signed the
5 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

6 (c) Experts of the Receiving Party (1) to whom disclosure is
7 reasonably necessary for this litigation, and (2) who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters, videographers, stenographers, or other qualified
11 persons taking testimony in connection with the action;

12 (f) professional jury or trial consultants, and Professional Vendors
13 to whom disclosure is reasonably necessary for this litigation and who have signed
14 the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

15 (g) the author or recipient of a document containing the information
16 or a custodian or other person who otherwise possessed or knew the information.

17 (h) any mediator or settlement officer, and their supporting
18 personnel, mutually agreed upon by any of the parties engaged in settlement
19 discussions.

20 (i) such other persons as the Parties may agree upon in writing,
21 provided that such other persons have signed the "Acknowledgment and Agreement
22 to Be Bound" (Exhibit A).

23 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any information or items designated in this action as
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
28 ONLY" that Party must:

- 1 (a) promptly notify in writing the Designating Party. Such
2 notification shall include a copy of the subpoena or court order;
- 3 (b) promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Protective Order. Such notification shall include
6 a copy of this Stipulated Protective Order; and
- 7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with
10 the subpoena or court order shall not produce any information designated in this
11 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS'
12 EYES ONLY" before a determination by the court from which the subpoena or
13 order issued, unless the Party has obtained the Designating Party's permission. The
14 Designating Party shall bear the burden and expense of seeking protection in that
15 court of its confidential material - and nothing in these provisions should be
16 construed as authorizing or encouraging a Receiving Party in this action to disobey a
17 lawful directive from another court.

18 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced
21 by a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY
22 CONFIDENTIAL - ATTORNEYS' EYES ONLY." Such information produced by
23 Non-Parties in connection with this litigation is protected by the remedies and relief
24 provided by this Order. Nothing in these provisions should be construed as
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request,
27 to produce a Non-Party's confidential information in its possession, and the Party is
28

1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 1. promptly notify in writing the Requesting Party and the
4 Nonparty that some or all of the information requested is subject to a confidentiality
5 agreement with a Non-Party;

6 2. promptly provide the Non-Party with a copy of the
7 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a
8 reasonably specific description of the information requested; and

9 3. make the information requested available for inspection by
10 the Non-Party.

11 (c) If the Non-Party fails to object or seek a protective order from
12 this court within 14 days of receiving the notice and accompanying information, the
13 Receiving Party may produce the Non-Party's confidential information responsive
14 to the discovery request. If the Non-Party timely seeks a protective order, the
15 Receiving Party shall not produce any information in its possession or control that is
16 subject to the confidentiality agreement with the Non-Party before a determination
17 by the court. Absent a court order to the contrary, the Non-Party shall bear the
18 burden and expense of seeking protection in this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately: (a) notify in
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
25 persons to whom unauthorized disclosures were made of all the terms of this Order,
26 and (d) request such person or persons to execute the "Acknowledgment and
27 Agreement to Be Bound" that is attached hereto as Exhibit A.

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 11.1 Pursuant to Federal Rule of Evidence 502(d), the inadvertent
4 production of any attorney-client privileged or work product protected documents or
5 data (“Inadvertently Produced Privileged Material”) is not a waiver by the
6 Designating Party in the Litigation or in any other proceeding. A Party or person
7 claiming privilege or other protections for an Inadvertently Produced Privileged
8 Document shall promptly notify any all Receiving Parties and provide sufficient
9 information to the Receiving Party regarding the asserted privilege(s), in the form of
10 a privilege log pursuant to Rule 26(b)(5) of the Federal Rules of Civil Procedure. In
11 the event that a Receiving Party discovers a document that it believes to be an
12 Inadvertently Produced Privileged Document, the Receiving Party will promptly
13 notify the Designating Party of what it believes to be the Inadvertently Produced
14 Privileged Document (no Receiving Party will be found in violation of this Order
15 for failing to identify an Inadvertently Produced Privileged Document). In addition,
16 within five (5) days of discovering or being notified of an Inadvertently Produced
17 Privileged Document, any Receiving Party must return, or destroy the specified
18 document and any copies. The Producing Party must retain a copy of the document
19 until the resolution or termination of this Case.

20 11.2 If any Party challenges a claim of privilege, a claim of inadvertent
21 production and/or the timeliness of notice of inadvertent production given pursuant
22 to the preceding paragraph, it shall so notify the other and the Challenging Party
23 shall initiate and comply with the dispute resolution and motion process under Local
24 Rule 37.1 et seq. Any motion or stipulated filed pursuant to that Rule shall be filed
25 under seal pursuant to Local Rule 79-5, and shall not assert as a ground for entering
26 such an order the fact of the inadvertent production. From the time of the
27 notification of inadvertent production, any documents or information as to which
28 notice is given shall be deemed and treated as privileged and shall not be used for



1 any purpose until the Court enters an order ruling otherwise, or until the Parties
2 otherwise agree. The Designating Party asserting the privilege or attorney work
3 product protection shall file its opposition under seal and submit a copy of the
4 document in question for in camera review.

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Local Rule 79-5. Protected Material may only
15 be filed under seal pursuant to a court order authorizing the sealing of the specific
16 Protected Material at issue. If a Receiving Party's request to file Protected
17 Material under seal pursuant to Local Rule 79-5 is denied by the court, then the
18 Receiving Party may file the Protected Material in the public record pursuant to
19 Local Rule 79-5 unless otherwise instructed by the Court.

20 **13. FINAL DISPOSITION**

21 After the final disposition of this action, as defined in paragraph 4, within 60
22 days of receipt of a written request by the Designating party, each Receiving Party
23 must return all Protected Material to the Producing Party or destroy such material.
24 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
25 compilations, summaries, and any other format reproducing or capturing any of the
26 Protected Material. Whether the Protected Material is returned or destroyed, the
27 Receiving Party must submit a written certification to the Producing Party (and, if
28 not the same person or entity, to the Designating Party) by the 60-day deadline that:

1 (1) identifies (by category, where appropriate) all the Protected Material that was
2 returned or destroyed and (2) affirms that the Receiving Party has not retained any
3 copies, abstracts, compilations, summaries or any other format reproducing or
4 capturing any of the Protected Material. Notwithstanding this provision, Counsel
5 are entitled to retain an archival copy of all pleadings, motion papers, trial,
6 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
7 and trial exhibits, expert reports, attorney work product, and consultant and expert
8 work product, even if such materials contain Protected Material. Any such archival
9 copies that contain or constitute Protected Material remain subject to this Protective
10 Order as set forth in Section 4 (DURATION).

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12

13 Dated: September 17, 2015

BLECHER COLLINS
PEPPERMAN & JOYE, P.C.

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20 Dated: September 17, 2015

LAW OFFICES OF JEFFREY L.
GRAUBART, P.C.

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By: /s/ Maxwell M. Blecher
Maxwell M. Blecher
Attorneys for Plaintiff RICHARD
FRIEDMAN

By: /s/ Jeffrey L. Graubart
Jeffrey L. Graubart
Attorneys for Plaintiff RICHARD
FRIEDMAN

Blecher Collins
Pepperman & Joye



1 Dated: September 17, 2015

KENDALL BRILL & KELLY LLP

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By: /s/ Philip M. Kelly

Philip M. Kelly

Attorneys for Defendants HANS ZIMMER individually and dba REMOTE CONTROL SONGS, TWENTIETH CENTURY FOX FILM CORPORATION, FOX SEARCHLIGHT PICTURES, INC., FOX ENTERTAINMENT GROUP, INC., NEW REGENCY PRODUCTIONS, INC., RIVER ROAD ENTERTAINMENT, LLC, PLAN B ENTERTAINMENT, INC., REMOTE CONTROL PRODUCTIONS, INC., and SONY MUSIC ENTERTAINMENT

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In accordance with the stipulation
of the parties, it is so ordered.

Dated: 9/17/15


CHARLES F. EICK
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____, declare under penalty of
4 perjury that I have read in its entirety and understand the Stipulated Protective Order
5 that was issued by the United States District Court for the Central District of
6 California in the case of RICHARD FRIEDMAN, an individual v. HANS
7 ZIMMER, individually, and dba REMOTE CONTROL SONGS; TWENTIETH
8 CENTURY FOX FILM CORPORATION; FOX SEARCHLIGHT PICTURES,
9 INC.; FOX ENTERTAINMENT GROUP, INC.; NEW REGENCY
10 PRODUCTIONS, INC.; MONARCHY ENTERPRISES, S.A.R.L., individually, and
11 doing business as REGENCY ENTERPRISES; RIVER ROAD
12 ENTERTAINMENT, LLC; PLAN B ENTERTAINMENT, INC.; REMOTE
13 CONTROL PRODUCTIONS, INC.; SONY MUSIC ENTERTAINMENT;
14 IMAGEM PRODUCTION MUSIC LLC, individually, and dba 5 ALARM MUSIC
15 and also doing business as CYPRESS CREEK MUSIC; DOES ONE through TEN,
16 inclusive, Case No. 2:15-CV-00502 GHK (E). I agree to comply with and to be
17 bound by all the terms of this Stipulated Protective Order and I understand and
18 acknowledge that failure to so comply could expose me to sanctions and punishment
19 in the nature of contempt.

20 Name: _____

21 Name of Company or Firm: _____

22 Address: _____

23 Present Occupation: _____

24 Signature: _____

25 Date: _____

26 City and State where sworn and signed: _____

27
28